

FORECLOSURE AND EVICTION ORDINANCE

of the
Hoopa Valley Tribe
Hoopa Valley Indian Reservation

Title 36
Hoopa Valley Tribal Code

ORDINANCE NO.: 5-95

DATE APPROVED: Amended October 6, 1997

SUBJECT: FORECLOSURE AND EVICTION ORDINANCE

WHEREAS: The Hoopa Valley Tribe adopted a Constitution and Bylaws (Tribal Constitution) on June 20, 1972, which was approved by the Commissioner of Indian Affairs on August 18, 1972, and ratified and confirmed by Congress on October 31, 1988 in section 8 of Pub. L. 100-580, and amended on June 19, 1990 and, by tribal law, the sovereign authority of the Tribe over the matter described herein is delegated to the Hoopa Valley Tribal Council, acting by law; and

WHEREAS: The Tribal Council has concluded that it is necessary to exercise tribal authority over foreclosure and eviction actions within the exterior boundaries of the Hoopa Valley Reservation, and over other activities in order to protect tribal property interests and the public health and safety; and

WHEREAS: Pursuant to the review process set forth in LPA Section 6.3, the Council concludes that it is now appropriate to enact said Ordinance on a permanent basis, as modified by departmental comments and legal review developed during the review process.

THEREFORE BE IT NOW ORDAINED THAT: Pursuant to Section 6.3 of the Legislative Procedures Act, and the tribal constitutional and legal authorities recited herein, the Tribal Council hereby enacts the attached Foreclosure and Eviction Ordinance, in order to protect the fundamental tribal values identified in Article IX § (1) thereof and the Tribe's sovereign governmental authority.

BE IT FURTHER ORDAINED THAT: The Tribal Council hereby reaffirms its intent that the provisions of this Ordinance be enforceable against Tribal members and non-members and upon private lands within the

Reservation, and accordingly the Tribal Chairman is authorized and directed, in consultation with the Office of Tribal Attorney, to transmit this Ordinance to the Bureau of Indian Affairs for any review and approval that may be necessary, and to seek the support of that agency, if necessary, for this assertion of tribal jurisdiction.

BE IT FURTHER ORDAINED THAT: It shall be the policy of the Tribe and its authorized entities and departments to vigorously enforce the provisions of this Ordinance, and to oppose any assertion of jurisdiction by Humboldt County, or by the State of California or any of its agencies, that purports to regulate the matters herein regulated by tribal authority.

TITLE 36

SECTION I. SHORT TITLE, FINDINGS, AND PURPOSE

- 1.1 Short Title. This Ordinance shall be known as the **Foreclosure and Eviction Ordinance** of the Hoopa Valley Tribe.
- 1.2 Findings. The Tribal Council hereby finds that adequate and clear foreclosure and eviction procedures are a necessity for conducting tribal business. Some tribal entities, as part of their ongoing duties, must act as a landlord or a creditor or both. Some federal programs require foreclosure and eviction procedures as a condition of funding. A single uniform code would enhance the operations of tribal government.
- 1.3 Purpose. The purpose of this Ordinance is:
 - A. To promote greater understanding between landlords and tenants about their respective rights; and,
 - B. To preserve and protect the rights of landlords and tenants in the peaceable use of their property.

SECTION II. SCOPE

- 2.1 The provisions of this Ordinance shall apply to all real or personal property, held in trust or held in fee, by members of the Tribe or by non-members, within or without the exterior boundaries of the Reservation.

SECTION III. SECURED TRANSACTION DEFINITIONS

- 3.1 **Debtor.** A "debtor" is the person who owes payment or other performance of an obligation secured, whether or not such person owns or has rights in the collateral. If the debtor and the owner of the collateral are not the same person, the term refers to the owner in any provision of the governing law dealing with the collateral, the obligor in any provision dealing with the obligation, and may include both where the context requires. The term "debtor" includes a seller of accounts or chattel paper.
- 3.2 **Secured Party.** A "secured party" is a lender, seller or other person in whose favor there is a security interest. The term includes a person to whom accounts or chattel paper have been sold. When the holders of obligations issued under an indenture of trust, equipment trust agreement, or the like are represented by a trustee or other persons, their representative is the secured party.
- 3.3 **Security Agreement.** A "security agreement" is an agreement which creates or provides for a security interest.
- 3.4 **Security Interest.** A "security interest" is an interest in personal property or fixtures which secures payment or performance of an obligation. The term includes any interest of a buyer of accounts or chattel paper.
- 3.5 **Purchase Money Security Interest.** A "purchase money security interest" results when a security interest is taken or retained by the seller of the collateral to secure all or part of its price. It also results when a security interest is taken by a person who, by making advances or incurring an obligation, gives value to enable the debtor to acquire rights in or the use of collateral if such value is in fact so used.
- 3.6 **Collateral.** "Collateral" is property subject to a security interest. It includes accounts and chattel paper which have been sold.
- 3.7 **Proceeds.** The term "proceeds" includes whatever is received on the sale, exchange, collection, or other disposition of collateral proceeds. Insurance payable by reason of loss or damage to the collateral is proceeds, except to the extent that it is payable to someone other than a party to the security agreement. Money, checks, deposit accounts, and the like are termed "cash proceeds." All other types of proceeds are "noncash proceeds."

SECTION IV. FORECLOSURE OF SECURED TRANSACTIONS

4.1 Self-Help Remedies Eliminated.

- A. All self help remedies for the recovery of real or personal property secured to insure payment of obligations are hereby declared unavailable except as otherwise specifically provided herein.
- B. This section shall not be construed to prevent the voluntary surrender of secured property to a creditor by a debtor, provided, however, that such voluntary surrender occurs at the time of such surrender. All contractual provisions for such executed in advance of the need shall be of no effect.

4.2 One Action to Foreclose Security Interest.

- A. There can be but one action in the Tribal Court to recover any debt or enforce or foreclose any right secured by a mortgage or other security interest on non-trust real or non-trust personal property situated or located within the boundaries of the Hoopa Valley Indian Reservation, on trust property, or land located within Hoopa Indian Country, which action must be in accordance with the procedures outlined herein.
- B. Notwithstanding the provisions next above, if the debt for which the encumbrance is held is not all due, but is payable in installments, whether such debt is evidenced by one or more principal notes or otherwise, such encumbrance may be foreclosed, at the election of the holder thereof, for the installment or installments due or other charges which are to be paid by the mortgagor, and the Court may by its judgment, direct the sale of the encumbered property or the equity of the defendants therein, or so much thereof as may be necessary to satisfy the amount due, and such encumbrance shall otherwise remain in full force and effect and the holder thereof shall the right to foreclose on the balance or any part thereof.

4.3 Action to Foreclose Interest in Personal Property.

- A. An action to foreclose a security interest in non-trust personal property shall be commenced by filing a complaint in the Hoopa Valley Tribal Court.

- B. The Tribal Court shall determine the issues presented and may, by its judgment, direct the sale of the encumbered property, or so much thereof as may be necessary, and direct the application of proceeds of the sale to the payment of the costs of the Court, the expenses of such sale and to the amount due the plaintiff. If it appears from the police officer's return on the sale that the proceeds thereof are insufficient and that an amount still remains due, the court can direct entry of a judgment for such balance against the defendant or defendants.
- C. If it is reasonably made to appear after the complaint is filed that the collateral is in imminent danger of being concealed, removed from the Reservation, or otherwise disposed of in a manner inconsistent with the security interest, the Court may order the person in possession or control over such property to appear and show cause why such property should not be taken into the custody of the Court or other security provided to prevent the improper disposal of the collateral.
- D. Sale of property under the Courts judgment shall be conducted in the manner provided for in such judgment or any subsequent court order.

4.4 Action to Foreclose Mortgage.

- A. An action to foreclose a mortgage or other security interest in trust and non-trust real property shall be commenced by filing a complaint of foreclosure in the Tribal Court.
- B. A complaint to foreclose a security interest in real property shall name as parties all persons who claim an interest in said property as a result of a proper recordation of such interest in Tribal, federal or county records, or any or all, as applicable. No interest of the Hoopa Valley Tribe, whether recorded or not, may be affected in any action in which the Tribe is not a party by its own affirmative action or consent. Interests in the secured property which are not recorded may be affected as if recorded and the owner thereof made a party.
- C. The Tribal Court shall determine the issues presented and may, by its judgment, direct the sale of the encumbered property or so much thereof as is necessary, and direct the application of the proceeds to the costs of court, the expenses of sale, and to

the amount due the plaintiff, except that in all cases where the mortgage secures a loan provided pursuant to Section 184 Indian Housing Loan Guarantee Program, said mortgage shall be satisfied before any other obligations are satisfied (other than any Tribal leasehold taxes against the property assessed thereto after the property was mortgaged). If it appears from the police officer's return on the sale that the proceeds thereof are insufficient and that an amount still remains due, the Court can direct the entry of a judgment for such balance against the defendant or defendants as provided below.

4.5 Sale of Property--Notice.

- A. Before the sale of real property subject to a decree of foreclosure and order of sale, notice thereof must be given as follows: by posting written notice of the time and place of the sale giving a specific legal and general description of the property for 20 days in at least four public places on the Reservation, including one copy posted at the Tribal Offices in the Neighborhood Facilities Building, one copy posted on the property to be sold, and one copy posted at the Tribal Court.
- B. If ever there is a sale of property conducted without at least good faith, substantial compliance with the notice requirements as set forth herein, said sale may be declared void and of no effect by the Tribal Court.

4.6 Conduct of Sale.

- A. All sales of property under decrees of foreclosure and orders for sale must be made at auction conducted at the Tribal Court, to the highest bidder between the hours of 9:00 A.M. and 5:00 P.M. on any tribal business day.
- B. Once sufficient property has been sold to satisfy the judgment plus the costs of court and of the sale, no more property shall be sold.
- C. The person conducting the sale may not be a purchaser or be interested in any purchase at such sale.
- D. If the property being sold consists of several known lots or parcels, they must be sold separately. The judgment debtor, if present at the sale, may direct the order in which the property shall be sold when

such property consists of several known lots or parcels. If a third person claims an interest in part of the property sold, he may require that such part be sold separately.

- E. If a purchaser refuses to pay the amount bid by him for the property sold to him at sale, the officer conducting the sale may again sell the property to the highest bidder and if any loss be occasioned thereby, the officer may recover the amount of such loss, plus costs, from the bidder so refusing, in the Tribal Court. When a purchaser refuses to pay, the officer may, in his discretion, thereafter reject any subsequent bid of such person.

4.7 Return on Sale.

- A. The tribal law enforcement officer conducting the sale shall make a return thereon to the Tribal Court reciting all of the details of the sale.
- B. A certified copy of such return together with a certified copy of the Court's order directing said sale shall be filed by the purchaser in the appropriate county recorder's office, the tribal real property office, and in the real property office of the nearest Bureau of Indian Affairs' Agency or Area Office.

4.8 Title to Real Property.

- A. On a sale of real property, the purchaser is substituted to, and acquires all of the right, title, interest and claim of the judgment debtors thereto.
- B. The property so acquired is subject to redemption as provided herein.
- C. At the time payment for the sale is made, the officer conducting such must give to the purchaser a Certificate of Sale containing: (a) the name of the purchaser; (b) the name of the judgment debtor; (c) the particular legal description of property sold; (d) the price bid for each particular lot or parcel (if applicable); (e) the total price paid; and, (f) a statement that the sale is subject to redemption.
- D. The officer conducting the sale shall provide the purchaser with sufficient certified copies of the Certificate of Sale that the purchaser may file one copy with the office of the Recorder in each county

where the property is located. The purchaser shall be provided with one certified copy for his own records and one copy shall be filed with the officer's return on the sale in the Tribal Court.

- E. If the purchaser of real property sold pursuant to an order of sale, or his successor in interest, should be evicted therefrom in consequence of irregularities in the proceedings concerning the sale, or of the reversal or discharge of the judgment, he may receive the price paid plus interest at the rate of 8% per annum from the judgment creditor.
- F. If the purchaser of real property sold pursuant to an order of sale, or his successor in interest, fails to obtain possession of the property as a consequence of irregularity in the proceedings related to the sale, or because the property sold was not subject to execution and sale, the Tribal Court must, after notice and on motion of such party in interest, revive the original judgment in the name of the petitioner, for the amount paid by such purchaser, with interest thereon at the rate of 8% per annum, and the judgment so revived has the same force and effect as would the original judgment as of the date of revival.

4.9 **Redemption.**

- A. All real property sold as provided herein is subject to redemption, in the manner hereinafter provided, by the judgment debtor or his successor in interest in the whole or any part of the property.
- B. The judgment debtor or redemptioner may redeem real property from the purchaser within six months after the sale by paying the purchaser for the amount of his purchase together with interest thereon at the rate of 8% per annum from the date of sale to the date of redemption, together with the amount of any assessments or reasonable additional costs which the purchaser may have paid thereon after the date of purchase.
- C. Written notice of redemption must be given to the tribal real property office and a duplicate filed with the office of the County Recorder, and the real property office of the local Bureau of Indian Affairs' Agency or Area Office.

- D. If the debtor redeems, the effect of the sale is terminated and he is restored to his estate.
- E. Upon redemption by the debtor, the person to whom the payment is made must execute and deliver to him sufficient copies of a Certificate of Redemption acknowledged and proved before a Notary Public authorized to take acknowledgments of conveyances of real property. Copies of such certificates shall be filed at the tribal real property office, the appropriate county recorder's office and the Bureau of Indian Affairs real property offices.
- F. If no redemption is made within six months, the purchaser or his assignee is entitled to a conveyance by means of a Deed to be issued upon the order of the Tribal Court. Such Deeds shall be recorded at the tribal real property office, the appropriate county recorder's office, and the Bureau of Indian Affairs' real property offices. Such deed shall be prepared by the tribal real property office.
- G. Redemption payment must be made in U.S. currency or by certified or Cashier's check and be made to the purchaser or his successor.
- H. A judgment debtor or successor in interest desiring to redeem property must present to the person from whom he seeks to redeem 1) a certified copy of the judgment and order of sale under which he claims a right to redeem, and 2) his own affidavit that he is the person entitled to redeem and showing the amount due to effect the redemption.
- I. Until expiration of the time for the redemption, the Tribal Court may restrain the commission of waste or changing the character of the property, but it shall not be waste for the person entitled to possession of the property to continue to use it in the manner it had been previously used, or use it in the ordinary course of husbandry, or to make necessary repairs thereon, or to make a reasonable use of the wood and timber thereon for the benefit of the property or the possessor in his reasonable enjoyment of the property.
- J. The purchaser from the time of sale until redemption is entitled to receive from the tenants in possession, the rents of the property sold, or the value of the use and occupation thereof. However, when any rents or profits have been received by the

purchaser, or his assigns from the property thus sold prior to redemption, the amount of such rents and profits shall be a credit on the redemption money to be paid. If the judgment debtor or person entitled to redeem, prior to the expiration of the time for redemption, demands of the purchaser or his assigns a written and verified statement of the amount of such rents and profits received, and assessments or costs paid by the purchaser, the period of redemption is extended until five days after such sworn statement is received by the redemptioner. If such purchaser or his assign fails or refuses for a period of one month to give such statement, the redemptioner may, within 60 days of such demand, bring an action in the Tribal Court to compel an accounting and disclosure of such rents and profits, and until fifteen days after the final determination of such action, the right of redemption is extended to such redemptioner.

- K. If the purchaser of real property sold pursuant to sale, or his successor in interest be evicted therefrom, in consequence of irregularities in the proceedings concerning the sale, or of the reversal or discharge of the judgment, he may recover the price paid, with interest, from the judgment creditor. If the purchaser of property at the sale, or his successor in interest, fail to recover possession in consequence of irregularity in the proceedings concerning the sale, or because the property sold was not subject to execution and sale, the Tribal Court must, after notice and on motion of such party in interest, revive the original judgment in the name of the petitioner, for the amount paid by such purchaser at sale, with interest thereon from the time of payment at the same rate that the original judgment was for; and the judgment so revived has the same force and effect as would the original judgment of the date of revival and no more.

4.10 Surpluses and Deficiencies from Sales.

- A. If there remains surplus money remaining after the payment of the costs of court and of the sale and payment of the judgment creditor, such funds shall be distributed by the Tribal Court to the judgment debtor or other person entitled thereto.
- B. A deficiency judgment may be entered by the tribal Court in a case involving the foreclosure and sale of real property whenever the amount due under the secured indebtedness plus costs of court and of the

sale exceed the reasonable value of the property at the time of sale. The Tribal Court is not bound by the price for the property received at the sale but my take evidence to determine the actual reasonable value.

SECTION V. ACTIONS TO RECOVER POSSESSION OF REAL PROPERTY - EVICTIONS

5.1 Definitions.

A. **Forcible Entry.** A person commits a "forcible entry" whenever he either:

- (1.) Breaks open or by any other type of unauthorized opening of the doors, windows, or other parts of a house or other residential dwelling or by fraud, intimidation or stealth, or by any kind of violence or circumstances of terror, enters upon or into any real property; or
- (2.) After entering peaceably upon real property, turns out by force, threats, or menacing conduct the party in actual possession.

B. **Forcible Detainer.** A person commits a "forcible detainer" whenever he:

- (1.) By force, or by menaces and threats of violence, unlawfully holds and keeps the possession of any real property, whether the same was acquired peaceably or otherwise; or
- (2.) In the nighttime or in the absence of the occupants of any real property, unlawfully enters thereon, and, after demand made for the surrender thereof, refuses for the period of three days to surrender the same to the former occupant. The occupant of real property within the meaning of this subsection is one who within five days preceding such unlawful entry was in the peaceable and undisturbed possession of such property.

C. **Unlawful Detainer.** A person commits an "unlawful detainer" if, being a tenant of real property with a term of less than his life, he either:

- (1.) Continues in possession, in person or by subtenant, of the property or any part thereof, after the expiration of the term for which it is let to him. In all cases where real property is leased or rented for a specified term or period, or by express or implied contract, whether written or parole, the tenancy shall be terminated without notice at the expiration of such specified term or period; or
- (2.) Having leased or rented property for an indefinite time with monthly or other periodic rent reserved, he continues in possession thereof in person or by subtenant after the end of such month or period after having been served with notice requiring him to quit the premises at the end of such month or period, or in cases of tenancies at will, where he remains in possession of such premises after the expiration of a notice of not less than five days; or
- (3.) When he continues in possession, either in person or by subtenant, after default in the payment of any rent and after a notice in writing requiring in the alternative the payment of the rent or the surrender of the detained premises shall have remained uncomplied with a for a period of three days; or
- (4.) When he assigns or sublets the leased or rented property contrary to the covenants in the lease or contract, or commits or permits waste thereon, or when he sets up or carries on thereon any unlawful business, or when he suffers, permits or maintains on or about said premises any nuisance and remains in possession after service upon him of a notice to surrender the premises within three days; or
- (5.) Continues in possession in person or by subtenant, after a neglect or failure to perform any material condition or covenant of the lease or rental agreement under which the property is held, other than those hereinbefore mentioned, and after notice in writing requiring in the alternative the performance of such conditions or covenants or the surrender of the property served upon him, and, if there is a subtenant in actual occupation of the premises, also upon such subtenant, shall remain uncomplied with for five days after service thereof. Within the

five-day period, any subtenant, or mortgagee of the term, or other person interested in the continuance of the terms may perform such condition or covenant and thereby save the lease or agreement from forfeiture, unless such condition or covenant cannot then be performed or cannot be performed by anyone except the original tenant. If the broken covenant or condition is not capable of remedial performance after its breach, the required notice need not list such performance as an alternative.

5.2 Self Help Remedies Forbidden.

Except in the case where a person in possession voluntarily surrenders such possession to another claiming a paramount right to such possession, all self help remedies to recover possession of real property are forbidden except as otherwise provided herein.

5.3 Notices—How Served.

The notices required by the preceding section may be served either:

- A. By delivering a copy to the tenant personally; or
- B. If he is absent from his place of residence, or from his usual place of business, by leaving a copy with some person of suitable age and discretion at either place and sending a copy thereof through the mail addressed to the tenant at his place of residence or place of business; or
- C. If such place of residence or business cannot be ascertained or a person of suitable age or discretion cannot be found there, then by fixing a copy in a conspicuous place on the property and also delivering a copy to a person there residing, if such person can be found, and also sending a copy through the mail addressed to the tenant at the place where the leased property is situated.
- D. Service on a subtenant may be made in the same manner.

5.4 Action to Regain Possession.

- A. The Tribal Court shall have jurisdiction to hear and decide actions to recover possession of both trust and non-trust property as a result of an alleged

forcible entry, forcible detainer or unlawful detainer in an accelerated manner as provided herein. Any other action to regain possession of property may at the discretion of the judge, but need not, be handled in an accelerated manner as provided herein.

- B. In any accelerated proceeding allowed herein, the Court shall endorse on the summons the number of days within which the defendant has to answer, which shall not be less than three nor more than twenty days from the date of service. The time for reply to a counterclaim, if any, shall be deemed likewise shortened.
- C. At the close of the pleadings, the Court may advance hearing the matter on its trial calendar.
- D. The plaintiff's complaint, in addition to setting forth the facts and allegations on which he seeks to recover, may also set forth therein any circumstances of fraud, force or violence which may have accompanied the alleged forcible entry or forcible or unlawful detainer and claim damages therefore or compensation for the occupation of the premises, or both. When unlawful detainer is charged after default in the payment of rent, the complaint must state the amount of such rent owed.
- E. At the trial or any proceeding for forcible entry or forcible detainer, the plaintiff shall only be required to show, in addition to the forcible entry or detainer complained of, that he was peaceably in the actual possession of the premises in question or was entitled to the possession at the time of the forcible detainer.
- F. In cases of tenancy of agricultural land where the tenant has held over and retained possession for more than sixty days after the expiration of his term without any demand of possession or notice to quit by the landlord or his successor in estate, the tenant shall be deemed to have the permission of the landlord or his successor in estate to hold over for a full year under the same terms and conditions as the original tenancy, and such tenant shall not be guilty of an unlawful detainer for such period by reason of his holding over.
- G. The remedies available herein shall be available to a tenant to regain possession from a subtenant in appropriate cases.

- H. No person other than the tenant of the premises and subtenant if there is one in actual occupation of the premises at the time the action is commenced need be made a party defendant. Any person entering into possession with the consent of the tenant after an action is commenced for forcible entry or forcible or unlawful detainer shall be bound by such action, whether made a party or not.

5.5 **Judgment.**

- A. If at trial, whether with or without a jury, the finding is in favor of the plaintiff and against defendant, judgment shall be entered for the restitution of the premises to the plaintiff.
- B. In a proceeding for unlawful detainer for neglect of failure to perform any condition or covenant under a lease or agreement under which property is held, or after default of the payment of rent, the judgment shall declare the forfeiture of such lease or agreement.
- C. At trial, the finder of fact, whether the jury or the judge without a jury, shall also assess damage caused to the plaintiff by the forcible entry or forcible or unlawful detainer, including damage for waste by the defendant during the tenancy, if proved, and shall also find the amount of rent due if such is in issue.
- D. When the action is for unlawful detainer after defaulting in the payment of rent and the lease or agreement under which the rent is payable has not by its terms expired, execution upon the judgment shall not issue until five days after the entry judgment, within which time the tenant or any subtenant, or other party interested in the continuance of the term may pay into the court of the landlord the amount of the judgment and costs and thereupon that portion of the judgment shall be satisfied and the tenant's estate shall be restored. However, if such payment is not made within five days, the judgment may be enforced in its full amount and for the possession of the premises. In all other cases, the judgment may be enforced immediately.

5.6 **Time for Appeal.**

- A. The time in which an appeal, if any, shall be taken from an action for forcible entry or forcible or

unlawful detainer shall be ten days and the appellate court may, but need not, allow expedited handling of such appeal.

- B. Appeals in other actions to recover possession of real property shall be handled in the usual manner.

SECTION VI. SEVERABILITY

6.1 If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of its provisions to other persons or circumstances shall not be affected, and to this end, the provisions of this Ordinance are severable.

SECTION VII. SOVEREIGN IMMUNITY PRESERVED

7.1 Nothing in this Ordinance shall be interpreted as a waiver of the Tribe's sovereign immunity from unconsented lawsuit, or as authorization for a claim for monetary damages from the Tribe.

CERTIFICATION

I, the undersigned, as Chairman of the Hoopa Valley Tribal Council, do hereby certify: that the Hoopa Valley Tribal Council is composed of eight (8) members of which seven (7) were present, constituting a quorum, at a Regular Meeting thereof, duly and regularly called, noticed, convened, and held on this 6th day of October, 1997; that this Ordinance was duly adopted by a vote of six (6) in favor, none (0) opposed, and none (0) abstaining; the chairman not voting and that since its approval this Ordinance has not been rescinded, amended, or modified in any way.

Dated this 6th day of October 1997.

DUANE SHERMAN, SR., CHAIRMAN
HOOPA VALLEY TRIBAL COUNCIL

ATTEST: _____
DARCY BALDY, EXECUTIVE SECRETARY
HOOPA VALLEY TRIBAL COUNCIL